

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 13-Jun-2003	4. REQUISITION/PURCHASE REQ. NO. W25PHS-3022-6545	5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BLDG, 100 PENN SQ EAST PHILADELPHIA PA 19107-3390	CODE DACW61	7. ADMINISTERED BY (If other than item 6) US ARMY ENGINEER DISTRICT, PHILADELPHIA POC: SANDRA FLETCHER WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390	CODE E5CTCSGF

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)	X	9A. AMENDMENT OF SOLICITATION NO. DACW61-03-B-0010
	X	9B. DATED (SEE ITEM 11) 11-Jun-2003
		10A. MOD. OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☒ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE  
RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN  
REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,  
provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
MAINTENANCE DREDGING, STA. 0+600 to STA. 22+665, SCHUYLKILL RIVER, MOUTH TO UNIVERSITY AVENUE, PHILA., PA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THIS AMENDMENT DOES NOT EXTEND THE 15 JULY 2003 BID OPENING DATE AT 11:00 A.M.

a. This procurement is hereby revised to a 100% Set-Aside for Small Business concerns.

b. Section 00700 - Contract Clauses; delete Clause No. 52.219-9 Alt I "Small Business Subcontracting Plan (Jan 2002) Alternate I" in its entirety and incorporate Clause Nos. 52.219-6 "Notice of Total Small Business Set-Aside" and 52.219-14 Limitations on Subcontracting" annotated Amendment No. 0001, attached hereto.

c. Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No. 0001. Failure to acknowledge all amendments may be cause for rejection of the bid.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	TEL: EMAIL:
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
	16C. DATE SIGNED 13-Jun-2003

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## 52.219-6 Notice of Total Small Business Set-Aside.

### Notice of Total Small Business Set-Aside (July 1996)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

## 52.219-14 Limitations on Subcontracting.

### Limitations on Subcontracting (Dec 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-
  - (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)